


Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California
CONTRACT NOTIFICATION
****NON-MANDATORY****

CONTRACT NUMBER:	5-04-89-13 Supplement 7
DESCRIPTION:	Prime Food Contract
CONTRACTOR(S):	US Foodservice
CONTRACT TERM:	April 1, 2004 through March 31, 2009
DISTRIBUTION CODE:	All Contracting Offices and Local Agency List
STATE CONTRACT ADMINISTRATOR:	Dave Henning (916) 375-4544 dave.henning@dgs.ca.gov



Adrian Farley, Deputy Director

Effective Date: **2/29/2008**

Contract (Non-Mandatory) 5-04-89-13, Supplement 7
Contract Notification

Effective February 29, 2008 subject contract for Prime Food Contract has been modified to reflect the following changes:

- The contract is extended for one (1) year subject to a forty-five (45) day cancellation, exercisable by the State of California, to allow for transition to a new Prime Food Contract.
- Page 1 and 3 of this supplement replace existing pages 1 and 6, respectively, of the original contract.

All other terms and conditions remain the same.

Contract (Non-Mandatory) 5-04-89-13, Supplement 7
Contract Notification

This page supercedes Page 6 of the original contract

(e.g. average monthly invoice, last invoice, replacement cost, etc.) application of the distribution prices by category, and actual transportation costs. The State shall have the right to examine and audit all of the contractor's books, records, documents and other data, regardless of form or type. The distributor shall disclose their standard commercial method of determining prices (e.g. average monthly invoice, last invoice, replacement cost, etc.). This standard commercial method of determining prices shall be utilized throughout the life of the contract unless written authorization to deviate is provided by the Dept. of General Services' Contract Administrator.

G. CUSTOMER REPORTING REQUIREMENTS

All customers of this contract shall provide the Department of General Services (DGS) - Procurement Division (PD), contract administrator a copy of their Std. 65 or comparable Ordering documents for local government contract agreement for services.

H. ALTERNATIVE PAYMENT

The bidder shall have the ability to use accept usage of the State of California's VISA credit card program (CAL-Card). The CAL-Card/Credit Card invoices are to be processed separately including discounts to pay for purchases made under this contract.

I. REQUIRED PAYMENT DATE

Payment will be made in accordance with the provisions of the State of California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

J. CONTRACT EXTENSION

Ninety (90) days prior to the contract term date, each Contractor shall in writing request to the State of California DGS Contract Administrator, that the State utilize its option for a one year contract extension. The extension for April 1, 2008 through March 31, 2009 will be subject to a forty-five (45) day cancellation, exercisable by the State of California, to allow for transition to a new Prime Food Vendor Contract.

K. CONTRACTOR NAME CHANGE

If an amendment is required to change the Contractor(s) name as listed on this agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment